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9 March 1984  
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DE-AI08-84NV10377  
DE-GM08-01NV14140

FIRE CONTROL RECIPROCAL AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF ENERGY  
AND THE  
BUREAU OF LAND MANAGEMENT

This Agreement which supersedes the Memorandum of Understanding AT (26-1) 441, dated May 19, 1969, is made and entered into by the United States Department of Energy, Nevada Operations Office, hereafter referred to as DOE, and the United States Department of the Interior, Bureau of Land Management, Las Vegas District, hereafter referred to as BLM.

1. Authority

DOE

Public Law 97-258, September 13, 1982 (96 Stat 933), 31 USC 1535.

BLM

Protection Act of September 20, 1922 (42 Stat 857, 16 USC 594).

Taylor Grazing Act of June 28, 1934 (48 Stat 1269, 43 USC 315).

Reciprocal Fire Protection Act of May 27, 1959 (69 Stat 66, 42 USC 1856).

BLM Manual Section 1203

2. Purpose

Both parties hereto have fire protection responsibilities for lands under their respective jurisdictions. Wildfire occurring on lands of one agency may constitute a threat to the adjacent lands of the other agency. Through this agreement, either agency may provide mutual assistance to the other in a timely manner upon request. This cooperation will cover fire prevention, suppression, and suppression actions and related matters of mutual advantage to both DOE and BLM. It allows for each agency to supply the other manpower, equipment, and/or aircraft that is normally available to each agency for effective control of wildfires.

3. Objective

To provide for maximum cooperation for timely and effective control of wildfires on lands under the jurisdiction of the parties concerned and to eliminate or prevent duplication of effort.

4. Duration and Modification of the Agreement

This Agreement will become effective on the date approved and signed by the respective agency officials. It shall continue in effect until terminated by one party by giving written notice to the other.

The terms of the Agreement may be modified by written amendment hereto by mutual consent of the parties.

The parties hereto shall meet annually between November 1 and March 31 to review operations hereunder during the preceding fire season. On even numbered years the BLM will initiate the meeting and on odd numbered years the DOE will.

#### 5. Definitions

- a. BLM Lands. Lands administered and/or protected by BLM; these lands constitute BLM's jurisdictional area.
- b. NTS. Lands administered and/or protected by the DOE; these lands constitute DOE's jurisdictional area.
- c. Protecting Agency. The party with responsibility for suppression of forest and range fires on a particular piece of land.
- d. Supporting Agency. The party furnishing assistance or support to the protecting agency.
- e. Contractors. Company or companies providing services or equipment to either agency acquired through normal contract procedures.

#### 6. Fire Prevention and Presuppression

Each party, in accordance with its objectives and within its capabilities, will cooperate and assist the other party in programs of fire prevention, presuppression, and training; the costs thereof to be borne by each agency in accordance with annual operating plans unless otherwise provided for by mutual consent prior to the undertaking.

#### 7. Fire Suppression

- a. Each party will furnish the other written information necessary for mutual fire operations (fire telephone directory) by May 1st each year. It will contain personnel to be contacted and their normal and emergency phone numbers. A list of equipment normally available will also be included.
- b. DOE will report all forest and range fire occurrences on the Nevada Test Site (NTS) that are near BLM-administered land (within five miles) immediately to the BLM fire dispatch office, giving location, approximate size, possible origin, fuel-type burning, direction of fire spread, and climatic conditions. BLM will reciprocate by reporting to DOE any fires on BLM lands adjacent to the NTS (within five miles).
- c. Each agency is responsible for fire suppression work on its own lands and will use its own manpower and equipment to the fullest extent possible before calling on the other party for assistance. When requested, each party will render such assistance as may be requested by the other, provided that such assistance is within its capabilities.

and that such action will not leave its own lands unduly exposed to fire danger.

- d. DOE will provide qualified liaison personnel and necessary safety equipment on all fires on lands under their jurisdiction.
- e. When fires burn or threaten to burn on lands of both parties, each party will cooperate to the fullest extent possible in suppressing and/or managing the fire. Either party may initiate action in this case, and the Officer first initiating action will remain in charge until an agreement on management of the fire is reached which relieves the initiating officer of this responsibility. (Normally the protecting agency shall be recognized as being in charge of the fire suppression action in its jurisdictional area if there is an employee of the protecting agency present and available to assume such responsibility.)
- f. Whenever either agency has a fire upon which it requires assistance from the other agency, the request will contain the following information:
  - (1) Number of personnel and type and amount of equipment needed.
  - (2) The name and location of the supervisor to whom the personnel and equipment shall report.
  - (3) Any other special information and instructions which would be helpful, such as route of travel, security clearance required, water, food, and management considerations.
  - (4) Delegation of authority (when applicable) and team briefing will be provided when a fire management team is requested.

The supporting agency will move immediately to carry out the action necessary to fill the request and will inform the requesting agency of the action taken.

#### 8. Loaned Equipment

Equipment loaned by one party to the other becomes the responsibility of the borrower and shall be returned in the same condition as when received, fair wear and tear excepted. Damage in excess of fair wear and tear will be repaired. Lost or destroyed items will be replaced or reimbursed.

#### 9. Fiscal Provisions

When assistance is rendered, the protecting agency will reimburse the supporting agency for cost incurred.

For each forest or range fire, the supporting agency will furnish the protecting agency a preliminary estimate of its suppression costs within ninety (90) calendar days after the date the fire is controlled. A final itemized billing, based on the cost factors listed below, will be made within one hundred twenty (120) calendar days from the date the fire is

controlled. The protecting agency shall make payment to the supporting agency within sixty (60) calendar days after receipt of final billing.

Billings submitted by each party to the other will include the total amount incurred by the following categories:

- a. Cost of regular time and overtime, including fringe benefits, of all personnel directly assigned to the fire.
- b. Cost of emergency firefighters assigned to the fire.
- c. Travel costs of all personnel assigned to the fire.
- d. Charges for equipment owned or under contract used on the fire, including repair and/or replacement.
- e. All other direct expenditures, including costs of replacing or reconditioning property loaned under this Agreement for the suppression of a particular fire, less the cost of any material, supplies, or property returned to the warehouse.
- f. Overhead costs at the rate or rates then currently in effect.
- g. Should a fire burn onto lands administered by a third agency, separate cost figures will be kept for each agency's involvement.
- h. The protecting agency agrees to honor costs incurred by contractor of supporting agencies when directly involved in the fire action, as long as their service had been requested through proper channels.

Each party shall have full access to all records and accounts of the other party pertaining to this Agreement during ordinary business hours at the Denver Service Center for BLM or the Finance Division of the Nevada Operations Office for DOE.

If either BLM or the DOE is unable to meet the billing and/or payment schedules set forth above, an extension of time will be promptly requested in writing setting forth the reason for its inability to comply therewith.

If the protecting agency determines that it must suspend future reimbursements to the supporting agency, the supporting agency will be so notified and will be relieved of its responsibilities and obligations hereunder during the period of suspension.

#### 10. Special Provisions

This agreement shall not affect the rights of either party to recover suppression costs and/or damages sustained as a result of the negligent or willful act of any person causing a fire.

Neither party shall be liable to the other for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, except as provided herein.

The parties hereto may work jointly on fire trespass investigations and fire law enforcement. Reports thereof may be prepared independently and separately.

Should any issue or interpretation to this agreement become stalemated, higher-level management personnel will meet to resolve the issue in an equitable manner deemed appropriate.

This agreement will remain in effect from year to year unless revoked by either party after (30) thirty days' notice in writing.

11. Approval and Acceptance

The Agencies hereto executed this Fire Control Reciprocal Agreement on the respective dates indicated.

UNITED STATES DEPARTMENT OF ENERGY



Thomas R. Clark  
Manager, Nevada Operations Office

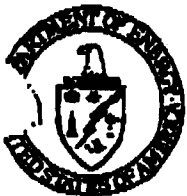
March 5, 1984  
Date

BUREAU OF LAND MANAGEMENT



Kemp Conn  
District Manager  
Las Vegas District

MARCH 9, 1984  
Date



# Department of Energy

NTS Office

Post Office Box 435

Mercury, Nevada 89023-0435

June 29, 1988

District Manager  
Bureau of Land Management  
P. O. Box 26569  
Las Vegas, NV 89126

	INIT.	DATE
DM		
ADM	<i>JP</i>	<i>July</i>
PAO		
LAND		
RES.		
OPS.	<i>JP</i>	
ADM.		
CRA		
SRA		
C. FILES		

## PERSONNEL CONTACT - FIRE CONTROL RECIPROCAL AGREEMENT NO. DE-A108-84-NV10377

As required by the subject agreement, the following is an updated list of persons to contact in case of fire emergency.

NAME	WORK PHONE	HOME PHONE
Vern F. Witherill	295-9060	363-0122
Freddy R. Huckabee	295-4010	878-3723
Charles E. McWilliam	295-4001	645-2310
DOE Duty Officer	295-7893	
REECO Fire Department	295-6404	

*Charles E. McWilliam*

Vern F. Witherill, Director  
Nevada Test Site Office

NTSD:ON-232

RECEIVED  
JUL 1 - 8 PM '88  
BUREAU OF LAND MANAGEMENT

**Department of Energy**

Nevada Operations Office

P. O. Box 14100

Las Vegas, NV 89114-4100

**RECEIVED**

1984 APR -6 PM 12:08

LAS VEGAS DISTRICT  
BUREAU OF  
LAND MANAGEMENTKemp Conn  
District Manager  
Bureau of Land Management  
Post Office Box 26569  
Las Vegas, NV 89126**APR 05 1984****FIRE CONTROL RECIPROCAL AGREEMENT**

As required by the Fire Control Reciprocal Agreement, we are providing you with a list of persons to contact in case of fire emergency and a list of equipment that is normally available for fire suppression:

**Fire Emergency Contact List**

<u>Name</u>	<u>Work Phone</u>	<u>Home Phone</u>
J. H. Dryden	986-9060	376-3548
F. R. Huckabee	986-0450	878-3723
R. C. Keller	986-0664	648-1223
Duty Officer	295-3343	

**Equipment Normally Available for Fire Emergency**

1. Tractor, Crawler w/ripper, Model D8K, NTS No. 71273.
2. Tractor, Crawler w/ripper, Model D8K, NTS No. 71274.
3. Tractor, Crawler w/ripper, Model D9L, NTS No. 71279.
4. Grader, w/16' blade, Model 14G, NTS No. 71247.
5. Grader, w/14' blade, Model 14G, NTS No. 71248.
6. Watermaster, 10,000 gallon, Model 631, NTS No. 71508.
7. Miscellaneous light duty vehicles, 1/2 ton to 2-1/2 ton.
8. Brush truck, 6X6 Military (BIN 82228), 750-gallon pumper.
9. Brush truck, darley (BIN 80258), (BIN 80271), (BIN 80272), 200-gallon pumper--3 each.
10. Tanker, FWD Calaver Corp. (BIN 93837), 1,000-gallon pumper (not suitable for off-road use).





# Memorandum of Understanding

Between

US Department of Energy

US Department of Interior, Bureau of Land Management

and

Tactical Fighter Weapons Center (TFWC), Nellis AFB, NV

1. PURPOSE: This agreement establishes the basic procedures and responsibilities for fire prevention, reporting, and fire suppression and fire management on BLM Lands, the Nevada Test Site, and the Tactical Fighter Weapons Center Ranges.

2. AUTHORITY: The authority for this agreement is public law 99-506 (attached).

## 3. TERMS OF AGREEMENT:

This agreement shall become effective upon signature by all parties. It shall continue in effect until terminated by one party giving 180-day advance notice to the other parties.

This agreement may be modified by written amendment when endorsed by all affected parties.

Each party waives all claims against all other parties for compensation for personal injury or death occurring as a consequence of the fire suppression activities performed under this agreement.

Personnel and equipment may be withdrawn from a fire to combat higher priority fires (as determined by mutual agreement).

This agreement shall not affect the rights of any party to recover suppression costs and/or damages sustained as a result of the negligent or willful act of any person causing a fire.

Reimbursement cost to another party will be in accordance with Para 6 of this Agreement.

This agreement does not supersede or replace any separate agreement between the Department of Energy (DOE), Nevada Test Site, and the Bureau of Land Management (BLM).

#### 4. DEFINITIONS:

- a. BLM Lands. Lands administered and/or protected by BLM. These lands constitute BLM's jurisdictional area.
- b. NTS. Lands administered and/or protected by the DOE. These lands constitute DOE's jurisdictional area.
- c. TFWC Ranges. Lands administered and/or protected by the USAF through TFWC, Nellis AFB, NV. These lands constitute TFWC's jurisdictional area.
- d. Supporting Agency. The party furnishing requested assistance or support to another party.

#### 5. RESPONSIBILITIES OF THE PARTIES:

BLM will:

Provide annual training for Range Group/range contractor personnel for procedures to presuppress fires.

Compute fire hazard levels and make recommendations (i.e., recommend restricted use of flares) based on potential hazards.

Maintain a portable retardant plant at ISAFAF. This is a fully portable retardant, hamp mixing system used primarily to mix retardant and load into fixed wing aircraft. The system will mix and load retardant at 15,000 gal. per hour. It has a portable water tanker, a loading manifold, loading hoses, and a pilot-crew ready room/office building. Retardant produced by this plant will be made available for fire suppression activities on BLM lands, NTS, and TFWC Ranges. The plant location will be in an area which will not conflict with operational activity. Location to be determined by ISAFAF Commander.

Station an engine and three-person fire crew at ISAFAF for quicker access to Nellis Ranges. The fire crew will be made available to the ISAFAF Commander or his designee for the purpose of supporting designated base facility projects on a non-interference basis. When available the crew will augment the ISAFAF fire department in fighting on base/off base fires.

Maintain interior and exterior of mobile home PB6 as directed by ISAFAF installation commander or base civil engineers along with grounds immediately surrounding building (within 50 feet of facility). PB6 may be used as long as it remains excess to AF needs. With 30 days' advance notice, the AF may regain possession.

Have all airborne and ground fire fighting activities under the operational control of Blackjack, when operational. (Nellis Combined Operations Center will provide operational control when Blackjack is not available.)

Adhere to the following guidelines when aircraft are under operational control of Blackjack (UHF 377.8):

All airborne and ground parties will check in and check out of the fire fighting arena with Blackjack.

All vectors and altitude information will be advisory, and aircraft must be VFR while under Blackjack. If IFR service is needed, contact Nellis Control on UHF. Nellis Control can also be contacted at 652-4222 if necessary for coordination purposes.

When entering TFMC airspace, advise Blackjack if jumpers will be used. Upon arrival at the site of the fire, permission must be obtained from Blackjack before jumpers vacate the aircraft.

UHF frequency 377.8 will be used for operational control of fire fighting activities. Under no circumstances will comments concerning Air Force equipment or structures be made over the radio unless they are directly related to the fire.

Blackjack can be reached at (Commercial) 652-3707/3705/3778.

TFMC (Range Group) will:

Ensure that road access is available for retardant bin delivery by semi-trailer. When possible, ensure that suitable water is available for the retardant plant at a minimum rate of 250 GPM US and that a 50'x60' area is available adjacent to the aircraft loading pad and water supply.

Report range conditions, on a weekly basis, to BLM for computation of potential fire hazards. Reports will be made to 646-4485 or 388-6408/9.

Request, when needed, firefighting assistance from the BLM. Requests will be made through Blackjack, with notification to TFMC Safety. Action may or may not be taken after assessment of the situation by BLM. POC at BLM is the BLM fire desk, 646-2211 or radio KDJ 450.

Obtain airspace clearance for BLM air tankers, smoke jumpers and/or helicopters through Blackjack or through the Nellis Combined Operations Center, 652-2446, if Blackjack is non-operational. Units operating out of Indian Springs AFAF can coordinate directly with Blackjack.

### All Parties will:

When requesting assistance from another agency, provide (when possible) the following information:

- (1) Number of personnel and type and amount of equipment needed.
- (2) Name and location of supervisor to whom the personnel and equipment shall report.
- (3) Special information/instructions (route of travel, security clearance required, food and water availability, management considerations).

Accept responsibility for equipment borrowed from the other party/parties. Equipment shall be returned in the same condition as when received, fair wear and tear excepted. Damage in excess of fair wear and tear will be repaired; lost or destroyed items will be replaced.

Make their records and accounts of the fires accessible to the applicable party during ordinary business hours. For BLM, this is the Denver Service Center; for DOE, the Finance Division of the Nevada Operations Office; for the USAF, the Accounting and Finance Office, Nellis AFB, NV.

Coordinate with other parties, as applicable for planned fire management activities (constructing fire breaks, controlled burning, etc).

Assist in presuppression, when equipment and personnel resources permit, at no expense to the other parties unless otherwise provided.

Immediately notify the appropriate party or parties when a fire is observed/suspected on another party's lands or the adjoining land. Point of contact for TFWC Ranges is 554th Range Group/Blackjack, 652-3707; for DOE, contact Blackjack at 652-3705; for BLM, Las Vegas Dispatch, 646-2211. Notification will include location, approximate size, possible origin, direction of fire spread, and climatic conditions.

Exchange available weather data. On project size fires, BLM will provide a mobile weather station, resources permitting.

### 6. FUNDING AND REIMBURSEMENT:

Reimbursement/payment will be made to the supporting agency for all net identifiable costs of support provided when fires are NOT naturally occurring. No agency shall attempt to gain reimbursement for fighting naturally occurring fires. Any fire occurring

Make available for use, during normal operating hours, the dining hall at ISAFAP for firefighting personnel. Payment will be made on a per-person basis or reimbursement will be made monthly. POC at BLM will be Dick at 388-6463.

Provide a facility at ISAFAP (PB6) to house BLM firefighters. This facility will be provided at no cost to BLM. Net identifiable cost of utilities may be charged to BLM. When reductions in levels of support result from reduced availability of energy resources, TFMC will allocate/apportion available resources among organic and BLM consuming activities on a proportional basis taking into account the relative mission priorities.

Provide, when possible, aircraft landing approval for BLM at ISAFAP on a PPR (prior permission requested) basis per DOD IFR Supplemental procedures. Preliminary approval must first be obtained by application and approval from USAF/PAXJ IAW AFR 55-20. BLM aircraft will abide by all rules and limitations concerning the restricted airspace, and will operate under appropriate FAR Part 91 regulations. Emergency aircraft can be provided immediate landing direction by either Nellis Control or Blackjack.

**DOE will:**

Establish and maintain a central point of contact for requests for range entry/access to combat fires. Points of contact are as follows:

**DURING NORMAL DUTY HOURS 0800-1630** contact the following in order listed:

1. Nevada Test Site Office (NTSO):  
COMM: 295-9060  
FTS: 575-9060
2. NTS Operations Control Center:  
COMM: 295-4015  
FTS: 575-4015

**DURING NON-DUTY HOURS, WEEKENDS AND HOLIDAYS:**

1. a. Emergency Duty Officer (EDO)  
COMM: 295-7893  
FTS: 575-7893
- b. EDO through Station 900 Net Control:  
COMM: 295-3570  
FTS: 575-3570

Within a two-week period following a lightning storm will be considered naturally occurring unless known to be otherwise (cause is known, BLM investigator has determined cause). Payment is the responsibility of the agency whose activities caused the fire.

**Net Identifiable Costs Include:**

- a. Labor, both military and civilian, regular and overtime, including fringe benefits.
- b. Travel costs for personnel assigned to the fire.
- c. Charges for equipment used on the fire (owned or under contract), including repair/replacement.
- d. Supplies. Necessary materials, fuels, etc.
- e. Provisions. Food and beverages consumed by firefighters during and immediately after firefighting activities.

The agency providing assistance will submit an itemized billing for services provided within 120 calendar days after the date the fire is declared out. Payment shall be made to the supporting agency within 60 calendar days after receipt of final billing. If an agency is unable to meet the billing and/or payment schedules set forth above, an extension will be promptly requested in writing stating the reason for its inability to comply.